

WISH

BESPOKE FURNITURE

TERMS & CONDITIONS

The supplier is Wish Bespoke Furniture, Unit 2 Coleman Business Centre, Claggy Road, Kimpton, SG4 8QB. As a user of our service you acknowledge any transactions you make are subject to our terms and conditions below. We reserve the right to change and amend these terms and conditions. Any changes we make will be deemed to have come into effect on the date that they have been posted on this website. You are responsible for reading the terms and conditions. When you place an order with Wish Furniture you will be deemed to have read, understood and accepted these terms and conditions. Our acceptance of your order brings into existence a legally binding contract between us.

Payments

All goods remain the property of Wish until payment is received in full. We must receive non-refundable deposit of 50% of the price for the goods that you order before your order can be accepted, 40% stage payment day before delivery or fitting and a final payment plus any additional extras requested during the order process is payable at time of completion. Interest may be charged on late payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Wish will also charge and be entitled to claim any cost or charges involved in recovering overdue accounts. All prices, where appropriate, are exclusive of any sales taxes, unless otherwise stated.

Delivery

The Goods shall be at the Buyer's risk as from delivery. Standard delivery within the United Kingdom is included within the price. We reserve the right to charge an additional delivery charge to certain locations or for certain items of furniture. You will always be informed of this in advance and allowed to cancel your order if you do not wish to meet these. It might not be possible for us to deliver to some locations. We may at the time of order provide you with an indicative lead time. However since each order is made to the customers specification and we may have to order materials for that specific order we cannot guarantee delivery lead times. Accordingly any delivery lead time quoted will be indicative only and time will not be of the essence for this contract. In particular the default 30 days for contract performance under the United Kingdoms Distance Selling Regulations shall not apply. We will not be liable for any loss or damage suffered by you through delay in delivery. Unless you tell us you wish to collect the goods, we will deliver them in accordance with your order. We make every effort to deliver the goods within the expected timetable, however delays are sometimes inevitable due to unforeseen circumstances. Wish Furniture accepts no liability in respect of any failure to deliver the goods within the expected timescale.

Goods

All furniture supplied by Wish Furniture is made to your order to the specific design with the wood finish, and where appropriate the fabric you have ordered. Accordingly these are goods made to your specification and the normal cancellation rights under the United Kingdom's Distance Selling Regulations do not apply. the Goods are manufactured or supplied in accordance with a description or specification provided by Wish Furniture, you shall be responsible for ensuring the accuracy and adequacy of the description

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or specification, and for giving Wish Furniture all necessary information relating to the Goods within a sufficient time to enable Wish Furniture to perform the contract in accordance with its terms. We reserve the right to cancel the contract between us if we are unable to source the materials to make your order within a reasonable time or we do not deliver to your area. We will not be obliged to offer any compensation for disappointment suffered.

Returns and Cancellation

The specifications of timber, stains, lights, metalwork, cover, interiors, webs and other goods may be subject to change over time. In particular stain, fabric and foam technologies have evolved over time and timber being a natural product has natural color variations. Accordingly, all furniture may look, feel and perform differently. This does not indicate a defect in the product and we will not accept returns in such cases. All furniture will have a 3mm tolerance. Save as precluded by law, if the goods we deliver are not what you ordered or are damaged or defective or if the delivery is of an incorrect quantity you should notify us in writing at our contact address within ten days of the delivery of the goods in question otherwise we shall have no liability to you. If you notify us of a problem under this condition our only obligation will be, at our option: - to make good any shortage or non-delivery - to replace or repair any goods that are damaged or defective; or - to refund to you the amount paid by you for the goods in question. When returning goods you will be required to arrange and pay for transit unless the goods are being returned because they are faulty. If you prefer we will arrange for a carrier to collect the goods from you, however the cost of this will be charged to you and may be deducted from any refund to you. We are entitled to refuse any order placed by you.

Intellectual Property, Design and Reproduction

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Liability

We will not be liable to you for any loss of profits, administrative inconvenience, disappointment, indirect or consequential loss or damage arising out of any problem in relation to the goods. We shall have no liability to pay any money to you by way of compensation other than any refund we make under these conditions.